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John P. G.
EB
File

DEFINITIVE CONTRACT

Contract No. **BB-350**

IPER Corporation
700 Commonwealth Avenue
Boston 15, Massachusetts

Contract for: See Schedule

Amount: 25X1

Mail Invoices to:

Performance Period:
See Schedule

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a corporation, incorporated in the State of Massachusetts, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish all the supplies and perform all the services set forth in the attached Schedule issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions, which together with this signature page and the accompanying certificate comprise Contract No. BB-350. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of
FEB 23 1955, 195__.

Signatures:

IPER Corporation

The United States of America

By

IPER Corporation

Contracting Officer

Title

VP and Treasurer

25X1A

25X1

Contract No. BB-350

CERTIFICATE

25X1A

(Corporate Seal)

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SCHEDULE

PART I - SUPPLIES AND SERVICES TO BE FURNISHED

Item 1 - Contractor shall furnish the necessary facilities, services and personnel to perform a detailed study of the existing photographic and data handling sequences within a particular area of the Government. This study will follow in general those tasks set forth in Paragraph A. on Pages 3 and 4 of Contractor's Proposal entitled, "A Proposal For a Photo-Data-Processing Study, First Revision", dated 21 November 1958, incorporated herein by reference, and further revised as follows:

Page 2, second Paragraph

Delete the words "six months"

Page 3, Paragraph A

After the word "SEQUENCES" appearing in the second line thereof, add the following new sentence;

"It is understood that the data, inputs, etc., referred to in the following tasks may be restricted in accordance with security requirements as determined by the Government."

A detailed written report describing the work performed, the results thereof and Contractor's recommendations shall be submitted to the Contracting Officer in the (10) copies.

PART II - DELIVERY

Item 1 - Contractor shall furnish the required report on or before 30 May 1959, postage prepaid, to the Contracting Officer.

*Changed to 19 June 1959
by Amended # 1*

PART III - ESTIMATED COST AND FIXED FEE

a. The total estimated cost for the performance of this contract, exclusive of the fixed fee,

b. The fixed fee for the performance of this contract is

25X1A
80

PART IV - PAYMENT

a. In accordance with the provisions of Clause 4 of the General Provisions of this contract entitled, "Allowable Cost, Fixed Fee, and Payment", the Government shall pay the Contractor, as full compensation for the performance of this contract, the fixed fee as specified in PART III above, and the Allowable Cost incurred by the Contractor in the performance of this contract, and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV,

Part 2, Armed Services Procurement Regulations"; such determination being subject to the provisions of this contract entitled "Disputes". It being understood and agreed, without limiting the generality of the foregoing, that the following shall be considered as allowable items of costs incurred hereunder when incurred or paid by the Contractor, and when necessary and required and used for the performance of work hereunder:

(1) Premium costs for overtime work shall be an allowable item of cost hereunder, only if, and to the extent, that overtime work for which such payments are made, shall have been approved by the Contracting Officer.

(2) All costs which have been incurred by the Contract on or after 21 January 1959, in anticipation of, and prior to, the signing of this contract, and which if incurred after the signing of this contract would have been considered as items of allowable costs under this contract.

b. For purposes of billing current costs incurred under this contract or until such time as an audit of Contractor's interim or final vouchers or invoices is made by the Contracting Officer or his duly authorized representative the Contractor shall use the following rates in computing costs incurred hereunder:

Engineering Overhead @	100%
General and Administrative Expense @	8%

a. Contractor shall be paid the fixed fee stated in PART III hereof in monthly installments based on allowable costs incurred by the Contractor and approved by the Contracting Officer computed at the same ratio that the total fixed fee stated herein is to the total estimated cost stated herein, subject however, to the withholding provisions of paragraph (c) of Clause 4 of the General Provisions hereof.

PART V - LETTER CONTRACT SUPERSEDED

This is the Definitive Contract contemplated by the Letter Contract No. HB-350 dated 5 February 1959. This Definitive Contract supersedes said Letter Contract and all amendments thereto. Work performed and payments made under said Letter Contract, as amended, shall be deemed to be work performed and payments made under this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, as amended, this Definitive Contract shall govern.

PART VI - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his

duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART VII - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.